

Terms & conditions – Darley Meads, Eastbourne

- * **Booking confirmation:** A confirmed booking exists when either written or email confirmation of that booking is accepted by Exclusively Eastbourne / Exclusively Short Lets on behalf of the property owner.
- * **Agreement:** Exclusively Eastbourne / Exclusively Short Lets acts only as marketing, sales and communications agent for the property owner – this booking agreement is between the guest and the property owner. However the guest is able to direct any queries through Exclusively Eastbourne or Exclusively Short Lets.
- * **Holiday let:** The guest acknowledges notice that the property is one to which Paragraph 9 of schedule of the Housing Act 1988 applies whereby the guest has the right to occupy the flat for the purpose of his/her stay only and whereby there will be no security of tenure within the terms of the said Act.
- * **Use of property:** The guest agrees to use this property solely for the purpose of a private holiday residence for the maximum number of people shown on the booking correspondence and agrees not to:
 - use the property for any improper, illegal or immoral purposes
 - to sub-let the property
 - cause (nor allow any guests or visitors to cause) any nuisance, annoyance or disturbance to neighbours, or to the property owner, or to the property owner's agent
- * **Payment:** For all bookings we require a non-refundable holding deposit of £200 per week to secure plus a £30 booking fee. The remaining balance must be paid at least six weeks in advance of your arrival (or on booking if this is less than six weeks), along with a £500 security deposit which will be held in case of breakages or damages. This is payable by cheque, by bank transfer or by card.
- * **Cancellation policy:** Once you have booked your stay, the agreement is a legal contract between you and the property owner. If for whatever reason you are unable to make your booking and you cancel more than six weeks in advance of your arrival date, you will only lose your deposit. If a cancellation is received within six weeks of the arrival date, payment in full is due, unless the property is re-let for the period. For this reason we strongly recommend that you take out cancellation insurance. Should the property be re-let for a reduced fee, the guest will be liable to pay the difference between the original agreed payment and the reduced fee for the re-let, plus any agency commission charged for finding the new booking and banking charges incurred.
- * We would only cancel your booking if your accommodation was unavailable for reasons beyond our control. We would attempt to offer you alternative accommodation, however if this was not possible, or unacceptable to you, then we would refund all monies paid by you for the stay. Our liability would not extend beyond this refund.
- * **Check in:** Your accommodation will be available to you from 4pm on the day of arrival. Please try not to arrive earlier as we may still be preparing your accommodation and therefore not available to welcome you. The way in which keys will be delivered or collected will be agreed when the final payment is received.
- * **Check out:** Please be ready to leave the accommodation by 10am on the day of departure. Please try to leave the accommodation as clean and tidy as possible and dispose of rubbish as explained in the instructions within the property. Keys are to be returned in accordance with arrangements made when the keys are provided.
- * **Smoking:** All of our accommodation is strictly **NO SMOKING**. Guests believed to have been smoking in the accommodation may be charged additional cleaning of up to £100 per room affected. Please smoke or vape outside, with doors to the property closed to prevent it blowing back in and safely dispose of any cigarette remains immediately.
- * **Candles/flames:** The use of candles or naked flames is not permitted– apart from the gas hob.

* **Children** are welcome - please advise us if you need any special equipment providing, such as a travel cot, and we will do our best to accommodate (space and availability of equipment permitting), but you will need to bring your own cot bedding as we don't provide this.

* **Pets** are not permitted including those of any visitors you may have during your stay.

* **Parking:** There is free roadside parking along Darley Road.

* **Doors and windows:** Please ensure that all windows are closed and that you secure the front door when you go out or leave the property.

* **Laundry and cleaning:** Beds are made up ahead of arrival and towels are also provided but please bring your own towels for swimming or the beach. If you are staying for a longer period, an additional set of linen and towels will be provided so you can change and wash when required. If you require a weekly cleaning and linen change service please ask for details and prices. If you do choose to wash any towels or linen, please ensure that you don't mix white with coloured materials as any damage or replacement would be deducted from the security deposit.

* **Noise:** Please show consideration for neighbours at all times. In particular, keep music, TV and noise low after 8pm and before 9am bearing in mind that if windows are open sound travels much further.

* **Utilities:** Our rental prices include the reasonable usage of electricity and water. If the usage of these during your stay is significantly higher than average usage for the appropriate season, you may have to make a contribution.

* **Breakages and damages:** Please take care of the property and its contents. You are responsible and liable for any breakages or damages which you cause to the accommodation or its contents. Please report these as soon as they occur and allow the property owner or property owner's agent access to carry out repairs. Should the cost of repairs and or replacements exceed the security deposit, the owner may seek additional compensation through legal means. The apartment has cream carpets throughout so please remove dirty footwear before entering. If a professional carpet clean was required following your stay, the cost would be deducted from the security deposit.

* The property owner and Exclusively Eastbourne as agents do not accept any liability for any damage, loss or injury to any member of your party or any vehicles or possessions, unless proven to be caused by a negligent act by ourselves or our employees or contractors whilst acting in the course of employment.

* **Security deposit:** A £500 security deposit (this may be higher for stays longer than three months) will be held in case of any damage to, or loss from, the property or its contents. Once the accommodation has been checked by the property owner after departure, the cost of replacing items or remedying any damage to the property or the contents thereof will be removed from your security deposit and the remainder returned to you within two weeks of your departure. If the accommodation has been left in an unreasonably messy or dirty state requiring deep-cleaning, the cost for this will be deducted from your security deposit.

* **Data:** Any data collected during the course of this booking may be kept on computer.

* **Termination of agreement:** Failure to comply with any of the requirements set out in these terms and conditions will result in the agreement being terminated and may result in immediate eviction if within the rental period.

† Exclusively Eastbourne and Exclusively Short Lets are trading names of Exclusively Holiday Homes Limited, registered company number 08033675